

# **EXHIBIT 1**

vobev

**Vobev, LLC**

And



**STOLLE MACHINERY**

**NEW DWI CAN LINE**

**CONTRACT**

**Project “Beehive”**

**CONTRACT NUMBER:** SMC-VOBEV-20211102

**DATE:** 2<sup>nd</sup> November 2021

**SIGNING LOCATION:** Centennial, CO, USA

**PARTIES TO THE CONTRACT:**

**SELLER:** Stolle Europe LTD.

**BUYER:** Vobev, LLC

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# **CONTRACT**

Vobev, LLC (hereinafter referred to as the "Buyer"), a corporation registered under the laws of Wisconsin, located in Salt Lake City, and Stolle Europe Limited, (hereinafter referred to as the "Seller"), incorporated and registered in England and Wales with company number 02282643 whose registered office is at Kingstown Broadway, Kingstown Industrial Estate, Carlisle, CA3 0HA, United Kingdom, agree to sign, as a result of friendly negotiation, the present Contract (hereinafter referred to as the "Contract") under the following terms and conditions.

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# CHAPTER 01

## SCOPE OF WORK

### 1. Project Technical Summary

<b>Primary Package Application:</b>	<i>Beverage Ends</i>
<b>Project Annual Output Requirements:</b>	<i>2.4 Million Ends per Year</i>
<b>Primary End Size:</b>	<i>202 CDL, X1 Tab SOT EOE</i>
<b>Second End Size:</b>	<i>200 CDL, X1 Tab SOT EOE</i>

**Material:** Aluminum  
**Plant Location:** Salt Lake City, UT, USA

### Section 1.1 – Scope of Supply:

END LINE PRODUCTION EQUIPMENT				
EQUIPMENT	SUPPLIER	MODEL	Qty	
COIL HANDLING	ASC	Dowender, Coil Car, Double End Payoff Reel	X	0
SHELL PRESS (Minster SAS-H60 GFS Feed)	CML	SAS-H60; 12 OUT	X	0
COMPOUND LINER (Vortex 10 head)	STOLLE	VORTEX	✓	3
CURING OVEN	NRCSOON	IDRY	✓	3
SHELL INSPECTION	PRESSCO		✓	3
CONVERSION PRESS	STOLLE	4 LANE CONVERSION	✓	2
LIGHT TESTER	SENCON		✓	2
TAB STOCK UNCOILER	STOLLE	ASC	✓	2
CONVERTED END INSPECTION - PUBLIC SIDE	PRESSCO	4 LANE SERIES V	✓	2
CONVERTED END INSPECTION - PRODUCT SIDE	PRESSCO	4 LANE SERIES V	✓	2
LEAK TESTER	SENCON	SENCON MLT	✓	2
SHELL & END HANDLING	BWIS		✓	1
RTS Trays (6 Million Ends Storage)	BWIS	Gray 202	✓	1
RTS Trays (6 Million Ends Storage)	BWIS	Red. 200	✓	1
WRAPPER	OMS		✓	1
HAND HELD STRAPPER	CYKLOP		✓	1

200 CHANGE PARTS FOR 1 MODULE			
PROCESS	SUPPLIER	MODEL	
SHELL PRESS (Minster SAS-H60; GFS Feed)		✓	0
SHELL INSPECTION	PRESSCO	✓	3
COMPOUND LINER (Vortex 10 head)	STOLLE	✓	3
CONVERSION PRESS	STOLLE	✓	2
CONVERTED END INSPECTION	PRESSCO	✓	4
SHELL & END HANDLING	BWIS	✓	1
GAUGES	VARIOUS	✓	1

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ANCILLARY EQUIPMENT				
PROCESS	SUPPLIER	MODEL	Qty	
WATERBASED COMPOUND SYSTEM	HODGKINSON		1	<input checked="" type="checkbox"/>
SHELL PRESS SCRAP SYSTEM	DELTA NEU		1	<input checked="" type="checkbox"/>
SCRAP SYSTEM PLATFORM	STCLLE		1	<input checked="" type="checkbox"/>
CONVERSION PRESS SCRAP SYSTEM	DELTA NEU		1	<input checked="" type="checkbox"/>
SCRAP DUST FILTRATION	DELTA NEU		1	<input checked="" type="checkbox"/>
SCRAP BALER	AUSTROPRESSEN	DS-A 2200	1	<input checked="" type="checkbox"/>
WEIGHING SYSTEM				
SCRAP SHREDDER	VERSATILE			<input checked="" type="checkbox"/>
END LINE QC GAUGES	SENCON			<input checked="" type="checkbox"/>
	METOP			<input checked="" type="checkbox"/>
			1 Lot	

TOOLING & SPARES				
PROCESS	SUPPLIER	MODEL	Qty	
ESSENTIAL START-UP TOOLING LIBRARY			1	<input checked="" type="checkbox"/>
ESSENTIAL START-UP SPARE PARTS			1	<input checked="" type="checkbox"/>

MECHANICAL & ELECTRICAL INSTALLATIONS				
DESCRIPTION	ACTIVITY			
EQUIPMENT INSTALLATION & ASSEMBLY	EQUIPMENT UNLOADING EQUIPMENT ASSEMBLY	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	
EQUIPMENT ELECTRICAL INSTALLATION	EQUIPMENT INTERCONNECTING CABLES & CONTAINMENT LINE CONTROL CABLES & CONTAINMENT	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	
POWER DISTRIBUTION	LV SWITCH GEAR PRIMARY POWER DISTRIBUTION (BUSBAR TO MACHINE PANELS) SUB DISTRIBUTION BOARD PANELS SECONDARY POWER DISTRIBUTION (MACHINE PANELS TO MACHINE) SUPPORT ROOM & LOCALISED SMALL POWER CONNECTIONS	X	<input checked="" type="checkbox"/>	
LOW LEVEL LIGHTING PIPEWORK	MATERIALS & LABOUR PROCESS AREA PIPEWORK DISTRIBUTION LOW LEVEL MACHINE CONNECTIONS	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	
DUCTWORK	END LINE SCRAP DUCTING	<input checked="" type="checkbox"/>		
STEELWORK	STRUCTURAL STEEL STARCASES HANDRAILS HOISTS	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	
PE STAMPING PE STAMPING PLANT HIRE SITE MOBILISATION	ELECTRICAL STEEL AND PIPING	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	

PACKING AND FREIGHT				
PROCESS	SUPPLIER	MODEL	Qty	
EQUIPMENT CRATING			1	<input checked="" type="checkbox"/>
FREIGHT CHARGES			1	<input checked="" type="checkbox"/>

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ENGINEERING SERVICES		INCLUDED IN QUOTE
PROCESS		
PROJECT MANAGEMENT	<input checked="" type="checkbox"/>	1
DESIGN & ENGINEERING PACKAGE	<input checked="" type="checkbox"/>	1
PRODUCTION, ANCILLARY & SUPPORT EQUIPMENT INSTALLATION SUPERVISION	<input checked="" type="checkbox"/>	1
OEM EQUIPMENT COMMISSIONING	<input checked="" type="checkbox"/>	1
TRAINING PACKAGE	<input checked="" type="checkbox"/>	1
COMMISSIONING & LINE START UP SUPERVISION	<input checked="" type="checkbox"/>	1
FLIGHTS, PER DIEM, HOTEL & GROUND TRANSPORT	<input checked="" type="checkbox"/>	1

DAP, Salt Lake City, UT, Incoterms 2020. Shipping is provided for all Equipment that the Seller is providing per the Contract.

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**1.1. Change Orders.** Change Orders may be initiated by either Seller or Buyer in accordance with this Section 1.2. The Work, Total Price, Project Schedule, and any other obligation under this Contract shall only be adjusted as allowed under this Contract and any adjustment shall be documented by a Change Order.

**1.1.1.** To the extent that Seller demonstrates that any change affects adversely Seller's (or its Subcontractor's) ability to perform the Work, increases the cost of the Work or its other obligations under this Contract, or causes a delay in the Project Schedule, Seller shall be entitled to an appropriate adjustment to the Total Price, Project Schedule, and any other affected obligation under this Contract. Without limiting the generality of the preceding sentence, Buyer and Seller acknowledge and agree that Seller shall be entitled to an appropriate adjustment to the Total Price, Project Schedule, and any other affected obligation under this Contract pursuant to a Change Order in any of the following events: (1) Buyer-directed changes pursuant to Section 1.2.2 below; (2) Force Majeure; (3) an act or omission of Buyer in breach of its obligations under this Contract; (4) any damage or change to, or condition (concealed or otherwise) at, the Delivery Site, other than damage caused by Seller or its Subcontractors or conditions known to Seller prior to the date of this Contract, (5) any increase in wages, benefits or payroll taxes due to any action by a Governmental Authority, (6) modifications to the Work, increases in the cost of the Work or other obligations under this Contract, or delays in the Project Schedule that are caused by changes in applicable Law, and (7) as otherwise provided in this Contract.

**1.1.2.** Buyer may propose a Change Order by advising Seller in writing of the change believed to be necessary or desirable. Within thirty (30) days (or as soon as practicable, if not ascertainable within such period), Seller shall prepare and forward to Buyer a cost estimate and a schedule impact of the change, which shall include any applicable estimated adjustment to the Total Price, Project Schedule, and any effect on Seller's ability to comply with any of its obligations under this Contract. Seller shall be reimbursed for the costs incurred to prepare any estimate. Buyer shall advise Seller in writing of its approval or

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*[Signature]*

disapproval of Seller's estimate. If Buyer approves Seller's estimate, the parties will execute a Change Order reflecting such estimate and Seller shall perform the Work as changed.

1.1.3. Seller may propose a Change Order by advising Buyer in writing that (1) a change has occurred or is expected to occur that entitles Seller to a Change Order in accordance with the terms of this Contract, or (2) in Seller's opinion, a change is necessary. If Buyer agrees or is otherwise obligated to accept such Change Order pursuant to the terms of this Contract, it shall advise Seller and, thereafter, the parties shall execute a Change Order reflecting Seller's proposal and Seller shall perform the Work as changed.

1.1.4. If either Seller or Buyer disputes the existence, extent, validity of a change or is unable to reach agreement on the terms of any change in the Work, including, but not limited to, an adjustment in the Total Price or Project Schedule, then either party may notify the other party that it desires to meet and resolve the dispute in accordance with Chapter 14.

## 1.2. Subcontractors

1.2.1. For the avoidance of doubt, Seller shall have the right to have the Work performed by Subcontractors.

1.2.2. No contractual relationship shall exist between Buyer and any Subcontractor of Seller as a result of this this Contract, and no Subcontractor is intended to be or shall be deemed a third-party beneficiary of this Contract.

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## CHAPTER 02

### PRICE

2. The aggregate price for the Equipment and Work to be provided hereunder, and other items described herein, (hereafter referred to as the "Total Price") is **\$25,124,400 US Dollars** (Say: Twenty-five Million, One Hundred Twenty-Four Thousand, Four Hundred US Dollars only), itemized as set forth on Appendix 1 (Equipment and Services Pricing). The contract is made up of Three main components:
  - 2.1. **Production and Ancillary Equipment including Packing and Freight** for \$18,511,400 (Say: Eighteen Million, Five Hundred Eleven Thousand, Four Hundred US Dollars)
  - 2.2. **Mechanical and Electrical Installation** for \$3,900,000 (Say: Three Million, Nine Hundred Thousand US Dollars)
  - 2.3. **Engineering and Services** for \$2,213,000 (Say: Two Million, Two Hundred Thirteen Thousand US Dollars).
  - 2.4. **Spare Parts and Tooling** for \$500,000 (Say: Five Hundred Thousand US Dollars)
  - 2.5. All Equipment pricing is DAP (Delivered at Place), Vobev, Salt Lake City, UT, USA, Incoterms 2020 unless otherwise stated.

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## CHAPTER 03

### TERMS OF PAYMENT

All the payments by Buyer to Seller under this Contract shall be made through respective banks by T/T in US Dollars. Payments by Buyer to Seller shall be affected through Buyer's bank to Seller's bank.

3. Payments by the Buyer to the Seller shall be done in the following manner:

3.1. **Production and Ancillary Equipment** for the project with the value of \$18,511,400 (Say: Eighteen Million, Five Hundred Eleven Thousand, Four Hundred US Dollars) to be paid as follows:

- 3.1.1. **15%** At contract signing; \$2,776,710 (Two Million, Seven Hundred Seventy-Six Thousand, Seven Hundred Ten US Dollars) to be paid by T/T
- 3.1.2. **15%** Payment 1<sup>st</sup> March 2022; \$2,776,710 (Two Million, Seven Hundred Seventy-Six Thousand, Seven Hundred Ten US Dollars) to be paid by T/T
- 3.1.3. Buyer to open an irrevocable Letter of Credit (LC) in favor of the Seller one month prior to the first equipment shipment for 70% of the value of the equipment of \$12,957,980 (Say: Twelve Million, Nine Hundred Fifty-Seven Thousand, Nine Hundred Eighty US Dollars) with an expiry date of March 1, 2023.
- 3.1.4. **60%** With B/L at shipment of each machine from its manufacturing site; \$11,106,840 (Eleven Million, One Hundred Six Thousand, Eight Hundred Forty US Dollars) to be paid by T/T due Upon Bill of Lading
- 3.1.5. **5%** with line startup; \$925,570 (Nine Hundred Twenty-Five Thousand, Five Hundred Seventy US Dollars) to be paid by T/T.
- 3.1.6. **5%** On-Line Acceptance; \$925.570 (Nine Hundred Twenty-Five Thousand, Five Hundred Seventy US Dollars) not to exceed 180 days from shipment.

3.2. **Mechanical and Electrical Installation** for \$3,900,000 (Say: Three Million, Nine Hundred Thousand US Dollars).

- 3.2.1. **15%** At contract signing; \$585,000 (Five Hundred Eighty-Five Thousand US Dollars) to be paid by T/T.
- 3.2.2. **15%** January 2022; \$585,000 (Five Hundred Eighty-Five Thousand US Dollars) to be paid by T/T
- 3.2.3. **20%** On site Mobilization; \$780,000 (Seven Hundred Eighty Thousand US Dollars) to be paid by T/T.
- 3.2.4. **20%** 30 Days after site Mobilization; \$780,000 (Seven Hundred Eighty Thousand US Dollars) to be paid by T/T.
- 3.2.5. **20%** 60 Days after site Mobilization; \$780,000 (Seven Hundred Eighty Thousand US Dollars) to be paid by T/T.
- 3.2.6. **10%** On Installation Completion; \$390,000 (Three Hundred Ninety Thousand US Dollars) to be paid by T/T.

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**3.3. Engineering and Services for \$2,213,000 (Say: Two Million. Two Hundred Thirteen Thousand US Dollars).**

- 3.3.1. **10%** At contract signing; \$221,300 (Two Hundred Twenty-One Thousand, Three Hundred US Dollars) to be paid by T/T.
- 3.3.2. **15% January 31, 2022;** \$331,950 (Three Hundred Thirty-One Thousand, Nine Hundred Fifty US Dollars) to be paid by T/T
- 3.3.3. **20% Progress April 30, 2022;** \$442,600 (Four Hundred Forty-Two Thousand, Six Hundred US Dollars) to be paid by T/T.
- 3.3.4. **20% Progress July 31, 2022;** \$442,600 (Four Hundred Forty-Two Thousand, Six Hundred US Dollars) to be paid by T/T.
- 3.3.5. **20% Progress October 31, 2022;** \$442,600 (Four Hundred Forty-Two Thousand, Six Hundred US Dollars) to be paid by T/T.
- 3.3.6. **10% Against Line Startup** \$221,300 (Two Hundred Twenty-One Thousand, Three Hundred US Dollars) to be paid by T/T.
- 3.3.7. **5% Against completion of training and Line Acceptance** \$110,650 (One Hundred Ten Thousand, Six Hundred Fifty US Dollars) to be paid by T/T

**3.4. Spare Parts and Tooling for \$500,000 (Say: Five Hundred Thousand US Dollars)**

- 3.4.1. **100% Due upon Ex Works Shipment from factory; Net 30 Days,** to be paid by T/T.

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## **CHAPTER 04**

### **TIME OF SHIPMENT**

4. Following Seller's receipt of the signed Contract and the down payment in accordance with Chapter 3, Seller shall deliver all Equipment to Vobev's Dock (the "Delivery Site"), beginning June 2022 and completed by no later than February 2023 the delivery date should be confirmed by the Buyer. If the down payment hasn't been paid within the time set in Chapter 3, the time of shipment shall be postponed for the same number of days. The implementation schedule for the project contemplated by this Contract (the "Project Schedule") is set forth on Appendix 3 hereto, which is hereby incorporated by reference.
  - 4.1. If Equipment storage becomes necessary for delay due to nonpayment caused by the Buyer or any reason other than the sole fault of Seller, then Buyer must pay all storage and handling fees prior to Equipment release.

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## CHAPTER 05

### PORt OF DESTINATION

5. Vobev's Factory Dock

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## CHAPTER 06

### PACKING & SHIPPING MARK

6. The Equipment shall be shipped by Seller via container transport and shall be securely tarped or packed securely in new strong wooden cases. International shipments should be packed in new strong wooden cases or containerized with packing list, suitable for long distance ocean transportation and well protected against dampness, moisture, shock, rust. The Seller shall be liable for any damages and losses of the goods attributable to the inadequate or improper packing. The wooden cases should be marked with "IPPC" for international shipments.
- 6.1. The Seller shall mark the following on the four adjacent sides of each package of Goods with indelible painting in conspicuous English printed words:

A. Contract Number	:
B. Shipping mark	:
C. Destination	:
D. Consignee	:
E. Name of Goods and Item No.	:
F. Case No. / Bale No.	:
G. Gross / net weight (kg)	:
H. Measurement (length x width x height in cm)	:
- 6.2. Should Goods weigh two (2) or more than two (2) metric tons, the weighing center and hoisting position shall be marked in English and with international trade transportation practice marks and illustrative marks on two (2) sides of each case to facilitate loading, unloading and handling.
- 6.3. In accordance with characteristics and different requirements of Goods in loading, unloading and transportation, the packages shall be conspicuously marked with 'HANDLE WITH CARE', 'RIGHT SIDE UP', 'KEEP DRY', etc., in English and with appropriate international trade practice marks and illustrative marks.
- 6.4. The above-mentioned content shall be indicated on those Goods, indication with metal labels is not permitted. For those large pieces on deck, sufficient shores or chocks should be provided.
- 6.5. The following documents shall be enclosed in each package of Goods:
  - 6.5.1. Detailed packing list in three (3) copies.
- 6.6. Shipping Mark:

**CUSTOMER NAME**

**STOLLE (contract number SMC-VOBEV-20211102)**

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## **CHAPTER 07**

### **DOCUMENTS; TRANSFER OF TITLE**

#### **7. Documents; Transfer of Title**

##### **7.1. The following documents will be provided:**

**7.1.1.** The Seller should provide pro-forma invoice of Total Price by Email within two weeks after the Contract is effective.

**7.1.2.** For each item of Equipment, Seller shall provide machine introduction leaflets, including machine operation principle, applications, brief technical parameters, which will be provided by the Seller in three months after the Contract is effective.

**7.1.3.** The following documents shall be provided as per terms and conditions within 21 working days right after the shipment where applicable.

- Full Set 3/3 of clean on-board ocean or airway bills of lading
- Invoice in four (4) copies indicating
  - Contract Number
  - Shipping Marks
  - 100% of the total purchase amount shown in the Contract
- Four (4) copies of packing list
- Three (3) copies of Certificate of Origin

##### **7.2. Transfer of Title**

**7.2.1.** Title to each item of the Systems shall pass to Buyer immediately upon payment in full of the portion of the Total Price, and all associated costs and charges required hereunder.

**7.2.2.** The sale of Equipment hereunder shall not grant to the Buyer any right or license of any kind under any patent or other intellectual property right owned or controlled by Seller, but the foregoing shall not be understood to limit in any way the right of Buyer to use and sell such Equipment in the event that such Equipment as sold hereunder are covered by a patent or other intellectual property right owned or controlled by Seller.

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## CHAPTER 08

### LIMITED WARRANTY

#### 8. Limited Warranty

- 8.1. With respect to all Equipment and Work, the Seller warrants, during the Warranty Period, that (i) all Equipment supplied by the Seller are new and composed of new components, and (ii) any portion thereof shall be free of material defects in material and workmanship, and correspond in all material respects with the description, quality, specifications and performance stipulated in this Contract. Seller further warrants to Buyer free and clear title to all Equipment upon Delivery and Buyer's payment for such Equipment. All alleged warranty claims hereunder must be made by written notice by Buyer to Seller within the Warranty Period and no later than thirty (30) days following Buyer's discovery of the alleged defect or other nonconformity with the foregoing warranties, and shall afford Seller with the reasonable opportunity to inspect the alleged defect or other nonconformity with the foregoing warranties. In the event of any nonconformity to the foregoing warranties within the Warranty Period for which Buyer provides a timely notice, Seller's responsibility and liability shall be, at Seller's sole option and expense, to promptly repair and replace the part or parts of the Equipment not so conforming to the warranties or, if determined as necessary in the reasonable judgment of Seller, replace the Equipment with other equipment conforming to the general description herein, and the foregoing shall constitute Buyer's sole and exclusive remedies for claims regarding defects in the Equipment and/or Work, in contract, tort or otherwise, including negligence, warranty and strict liability.
- 8.2. Seller's warranties under this Chapter 8 shall not extend to normal wear and tear or defects or deficiencies resulting, in whole or in part, from (a) the material misuse by or negligence of Buyer or Buyer's Personnel, unless such action or inaction by Buyer or Buyer's Personnel was taken or not taken, as the case may be, in reliance on information or direction provided by Seller, (b) operation by Buyer or Buyer's Personnel in a manner materially inconsistent with or contrary to the information or instructions provided by Seller or contained in the instruction manuals provided by Seller, or (c) repairs or alterations performed by Buyer or Buyer's Personnel without Seller's assistance or direction. For the avoidance of doubt, Seller makes no warranties with respect to any equipment, work, or services provided or furnished by Buyer or any third parties (other than Seller) retained by Buyer.
- 8.3. Except as provided in this Chapter 8, SELLER MAKES NO WARRANTIES, REPRESENTATIONS, OR GUARANTEES IN CONNECTION WITH THE CONTRACT, THE SYSTEM OR ANY EQUIPMENT, OR ANY WORK OR SERVICES PERFORMED IN CONNECTION THEREWITH, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THIS DISCLAIMER SHALL SURVIVE ANY TERMINATION OR

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EXPIRATION OF THE CONTRACT. BUYER ACKNOWLEDGES AND AGREES THAT ANY WARRANTIES PROVIDED BY ORIGINAL MANUFACTURERS, LICENSORS, OR PROVIDERS OF MATERIAL, EQUIPMENT OR OTHER ITEMS PROVIDED OR USED IN CONNECTION WITH THIS CONTRACT, INCLUDING ITEMS INCORPORATED IN THE SYSTEM ("THIRD PARTY WARRANTIES"), ARE NOT TO BE CONSIDERED WARRANTIES OF SELLER AND SELLER MAKES NO REPRESENTATIONS, GUARANTEES, OR WARRANTIES AS TO THE APPLICABILITY OR ENFORCEABILITY OF ANY SUCH THIRD PARTY WARRANTIES.

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## **CHAPTER 09**

### **INSPECTION AND CLAIMS; FINAL ACCEPTANCE**

#### **9. Inspection and Claims; Testing:**

##### **9.1. Inspection and Claims:**

9.1.1. Seller will use commercially reasonable efforts to inspect the goods for the production line Equipment (items in section 1.1.1) regarding their description, quality, specifications, performance and quantity/weight prior to shipment.

9.1.2. After arrival of the goods at the Delivery Site, the Buyer shall perform preliminary inspection of the goods in respect of their description, quality, specifications and quantity/weight. If any discrepancies are found regarding the specifications or the quantity/weight or both, except when the responsibilities lie with insurance company or shipping company, the Buyer shall, within the period beginning with arrival of the goods at the Delivery Site and ending on the earlier of 60 days after arrival of the goods at the Delivery Site and the use of such goods, have the right either to reject the goods or to claim against the insurance company according to the Inspection documentation.

##### **9.2. Final Acceptance Criteria**

9.2.1. Upon Seller's good faith determination that the System has been fully installed and is ready for final testing, Seller shall conduct a demonstration of the System promptly thereafter, in accordance with reasonable parameters established by Seller, to demonstrate and confirm that the System meets the Line Acceptance Requirements as outlined in Appendix 5. Buyer shall cooperate with Seller with the performance of such Acceptance demonstrations.

9.2.2. In the event that the Acceptance reasonably demonstrates substantial achievement of the Line Acceptance Requirements, then Buyer shall deliver an executed Line Approval Form in the form attached hereto as Appendix 6 indicating Buyer's final acceptance of the System within 14 days of acceptance.

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## CHAPTER 10

### SETTLEMENT OF CLAIMS; LIMITATION OF LIABILITY

#### 10. Settlement of Claims:

- 10.1. BUYER AND SELLER HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVE, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY RIGHT TO OR CLAIM FOR ANY PUNITIVE, EXEMPLARY, INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL OR OTHER SIMILAR DAMAGES IN ANY LITIGATION, ACTION, CLAIM, SUIT, ARBITRATION, MEDIATION OR PROCEEDING, AT LAW OR EQUITY, ARISING OUT OF, PERTAINING TO OR IN ANY WAY ASSOCIATED WITH THIS CONTRACT, OR ANY OTHER DOCUMENTS ENTERED INTO IN CONNECTION WITH THIS CONTRACT, AND THE PARTIES COVENANT NEVER TO ADVANCE OR PURSUE ANY SUCH CLAIM FOR PUNITIVE DAMAGES AND AGREE THAT, IN THE EVENT OF A DISPUTE, ONLY ACTUAL DAMAGES SHALL BE SOUGHT AS RELIEF TO THE EXCLUSION OF ALL OTHERS.
- 10.2. EXCEPT FOR ANY CLAIMS ARISING OUT OF SELLER'S WILLFUL MISCONDUCT OR FRAUD OR AS OTHERWISE LIMITED BY APPLICABLE LAW, THE AGGREGATE LIABILITY OF SELLER TO BUYER PURSUANT TO THIS CONTRACT, WHETHER ARISING OUT OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR ANY OTHER CAUSE OF ACTION, SHALL NOT EXCEED AN AMOUNT EQUAL TO TEN PERCENT (10%) OF THE TOTAL PRICE. THE FOREGOING LIMIT OF LIABILITY SHALL APPLY NOTWITHSTANDING THE FACT THAT SELLER MAY HAVE INSURANCE COVERING A PARTICULAR LIABILITY, THE COVERAGE AMOUNT OF WHICH IS IN EXCESS OF THE LIMIT OF LIABILITY AMOUNT.
- 10.3. To the fullest extent permitted by Law, Buyer shall indemnify and hold harmless, and at Seller's option, defend Seller, its affiliates and their respective contractors, officers, directors, servants, agents, representatives, and employees, from and against any and all legal, arbitral or administrative proceedings, claims, demands, damages, fines, penalties, liabilities, interest, reasonable attorney's fees, costs, and expenses of whatsoever kind or nature ("Losses") incurred by Seller or its affiliates or their respective contractors, officers, managers, directors, employees, servants, agents, or representatives, including expenses, legal or otherwise, to the extent caused by (i) any breach of this Contract by Buyer, its affiliates, third party contractors, and their respective officers, directors, servants, agents, representatives, or employees, (ii) the negligence or intentional misconduct of Buyer, its affiliates, third party contractors, and their respective officers, directors, servants, agents, representatives, and employees, arising out of or connected with the Contract, the project contemplated hereby, or any associated Work, or (iii) infringement of any United States Letters Patent (or international equivalent) or other intellectual property right to the extent that such infringement arises from designs, specifications or instructions furnished or expressly or implicitly required by Buyer, except, in each case, to the extent such Losses are directly caused by the negligence or unlawful act of Seller.

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## **CHAPTER 11**

### **FORCE MAJEURE**

#### **11. Force Majeure**

- 11.1. Should either party be prevented from performing its duties under the Contract due to the case of a Force Majeure, the time for performing such duties under the Contract shall be extended by a period equivalent to the effect of the occurrences. Neither party shall have the right to claim against the other party any loss sustained due to the case of force majeure. Notwithstanding the preceding sentence, the parties acknowledge and agree that Force Majeure will not excuse a party's failure to timely make all payments required hereunder.
- 11.2. The prevented party shall provide the other party with written notice promptly after the occurrence of the Force Majeure.
- 11.3. The prevented party shall remain under the obligation to use commercially reasonable efforts to mitigate the effects of the Force Majeure.
- 11.4. Notwithstanding the foregoing, the fact that the current COVID-19 pandemic is known at the time of signing this Contract will not exclude such event from being considered a Force Majeure Event, if its continuation beyond the Effective Date hereof causes a failure or delay in the affected Party's ability to fulfil its commitments under this Contract that could not have been predicted as of Effective Date, and could not have been avoided by the exercise of due care by the affected Party.

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## **CHAPTER 12**

### **TAXES**

12. Buyer will pay directly, and will indemnify Seller for, all applicable sales, use, value added, transaction, excise, and similar taxes and any federal, state, local, provincial and other governmental fees and charges as a result of purchasing Equipment, other materials, and performing services outlined in this Contract.

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# **CHAPTER 13**

## **BUYER OBLIGATIONS**

13. In addition to, and not in lieu of, Buyer's other obligations set forth in this Contract and its Appendices and Attachments, Buyer shall execute the following obligations:

  - 13.1. Pay Seller as provided in the Contract, in accordance with the payment schedule set forth in Chapter 3.
  - 13.2. If necessary for the execution of the Contract, grant access to Seller's Personnel inside Buyer's facilities.
  - 13.3. Provide Seller's Personnel all necessary information for the execution of the Contract.
  - 13.4. Keep Seller updated with the procedure and rules to be adopted in its facilities, as to avoid accidents, damages and waste related to the Personnel involved in the execution of the agreed activities.
  - 13.5. Instruct to Seller, when requested, regarding the specifications or qualifications of the material and equipment to be employed on the System.
  - 13.6. Refrain from unjustifiably denying its approval to any change in the Work presented by Seller.
  - 13.7. Perform the responsibilities of Buyer set forth in the Responsibility Matrix attached as **Appendix 2** and the "Additional Buyer Responsibilities" set forth in **Appendix 4**.

## CHAPTER 14

### ARBITRATION AND GOVERNING LAW

#### 14. Arbitration and Governing Law

14.1. All disputes in connection with the Contract or the execution thereof shall be settled through good faith negotiation. In case no settlement can be reached through negotiations, the arbitration shall take place in New York, NY, USA, in accordance with the Rules of Commercial Arbitration of the United States and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The Laws of the United States shall govern this Contract. Each party shall be responsible for its costs and expenses, including its attorney fees, relating to any arbitration.

The arbitration proceeding will be in English language.

14.2. In the course of dispute resolution, the Contract shall still be performed continuously by both parties, and under no event will Seller delay or suspend performance of its duties, even in respect of provisions that are in dispute; provided that Seller shall not be required to perform the duties set forth in the Contract upon the institution by or against Buyer of insolvency, receivership or bankruptcy proceedings or any proceedings for the settlement of Buyer's debts or upon Buyer's making an assignment for the benefit of its creditors, or Buyer's dissolution or ceasing to do business and such proceedings are not dismissed on motion of Buyer after the passage of ninety (90) days.

#### EMBARGOED COUNTRY NOTIFICATION

Stolle Machinery Co, LLC and or Stolle Europe Ltd cannot supply to an end user in a country that is under US embargo. Because we do not know the exact country of delivery at this point, we are notifying in due diligence that we check the website <http://www.access.gpo.gov/bis/ear/pdf/746.pdf> or its referring website which shows current countries that have embargoes in place. If the buyer determines the end user of this equipment is in an embargoed country, Seller must be notified immediately and may cease performance of the project contemplated hereby until satisfied that its performance does not violate any embargoes imposed by the governments of the United States or United Kingdom.

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# CHAPTER 15

## EFFECTIVENESS AND TERMINATION

### 15. Effectiveness and Termination

- 15.1. The Contract and attachment are written in the English language. The Contract is in duplicate while the Buyer and the Seller have one each, which has the same force. The Contract is effective by the signatures of the Buyer and the Seller. The Contract may be executed in one or more counterparts, which taken together shall form one legal instrument.
- 15.2. The Appendices and Attachments to Contract are integral parts of the Contract and shall have the same force as the Contract itself. However, in case certain content of the Appendices and/or Attachments to the Contract is not in conformity with the text of the Contract, the text of the Contract shall prevail.
- 15.3. Any amendment, supplement and alteration to the terms and conditions of the Contract shall be made in written form and signed by the authorized representatives of both parties upon an agreement reached between both parties through consultation, and thus to form integral parts of the Contract, and to have the same force as the Contract itself. However, such amendment, supplement and alteration shall not release either party from its responsibility and liability stipulated in the Contract unless otherwise stipulated in such amendment, supplement and alteration. In the event of conflict between the terms of this Contract and those in the Acknowledgement of Terms and Conditions provided by Seller (the "Acknowledgement"), the terms of the Contract shall prevail.
- 15.4. All previous oral and/or written statements, documents, letters and other forms of correspondence between both parties which conflict with the Contract shall automatically become null and void after the effective date of the Contract, unless any of the terms and conditions of the Contract have been determined to be vague or ambiguous, in which event, the parties may assert that such correspondence is of assistance in explaining or elaborating as to such terms or conditions.
- 15.5. Either party is entitled to terminate the Contract by sending a written notice to the other party if:
  - 15.5.1. The other party is, or for statutory purposes is deemed, or appears to be, unable to pay its debts as they become due, or the value of its assets is less than the amount of its liabilities (including contingent and prospective liabilities) or becomes insolvent or suspends payment or threatens to do so.

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- 15.5.2. The other party will go into liquidation whether voluntary or compulsory or is dissolved or becomes insolvent or if a petition shall be presented or an order made for the appointment of an administrator or if a receiver, administrative receiver or manager shall be appointed over any part of its assets or undertaking which appointment is not dismissed within thirty (30) days of having been made.
  - 15.5.3. The other party is in breach of any payment obligation or any other material obligation under this Contract and fails to cure such breach within (i) in the case of payment obligations, ten (10) days following notice thereof, or (ii) in the case of other material obligations, sixty (60) days following notice thereof.
- 15.6. In the event that either party terminates this Contract early in accordance with its terms, Seller shall promptly provide an estimate of the costs and expenses incurred by Seller under this Contract through the effective date of such termination, including, without limitation, costs for engineering and planning, costs for materials production and storage, and the costs inherent to the resale of materials to third parties. In the event that such costs and expenses exceed amounts paid by Buyer to Seller hereunder as of the effective date of the termination, Buyer shall, within thirty (30) days of the effective date of such termination, reimburse Seller for the amount of such excess, plus a 10% mark-up. The foregoing cost reimbursement shall be in addition to, and not in lieu of, all other rights and remedies available to Seller at law or in equity. There will be no reimbursement for any cost incurred by the Seller after the effective date of such termination.
- 15.7. If the Seller terminates for the Buyer's default or one of the prior clauses, the Seller further retains all remedies available to it at law or equity.
- 15.8. Except to the extent necessary for each party to fulfill its respective obligations under this Contract, this Contract and all the information contained herein shall be treated in strict confidence by the Seller and Buyer hereto and not disclosed to any third parties.

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## CHAPTER 16

### LEGAL ADDRESS

Any notice, demand, offer, or other instrument required or permitted to be given pursuant to this Contract shall be in writing signed by the party giving such notice and shall be hand delivered or sent by registered letter, overnight courier, or electronic mail (if mutually acceptable procedures are developed) to the other parties at such address as set forth below.

**SELLER:** Stolle Europe LTD.

Kingstown Broadway  
Kingstown Industrial Estate  
Carlisle, CA3 0HA  
United Kingdom  
Tel: +44 1228 818 125

Email: [chris.mcalpine@stollemachinery.com](mailto:chris.mcalpine@stollemachinery.com)

**BUYER:** VOBEV, LLC.

299 South Main Street, Suite 2275,  
Salt Lake City, Utah 84111  
Tel: +1 (513) 490-2996  
Email: [ecudnohoske@vobeve.com](mailto:ecudnohoske@vobeve.com)

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## **CHAPTER 17**

### **DEFINITIONS**

17. The following terms shall have the meanings specified in this Chapter 17 when capitalized and used in this Contract. The meanings specified are applicable to both the singular and plural.
- 17.1. "Acceptance" has the meaning set forth in Section 9.2.1.
- 17.2. "Change Order" means a written order issued by one party to the other pursuant to Chapter 1 hereof authorizing an addition, deletion or revision in the Work, the Scope of Work, the Project Schedule, the Total Price, or any other obligation of Buyer or Seller hereunder.
- 17.3. "Delivery Site" has the meaning set forth in Chapter 4.
- 17.4. "Equipment" means all the machinery, parts, tooling, products and services which Seller has agreed to provide under Section 1.1 of this Contract.
- 17.5. "Force Majeure" means any causes, conditions, events or circumstances which are beyond the reasonable control of the party claiming suspension, including, without limitation, any of the following that meets the foregoing criteria: acts of God, acts and/or delays in action of any Governmental Authority, strikes, lockouts, work stoppages or other industrial disturbances, acts of a public enemy, sabotage, wars, blockades, insurrections, riots, acts of terror, epidemics, pandemics (including, without limitation, the novel coronavirus known as COVID-19), public health crisis, landslides, lightning, earthquakes, fires, storms, storm warnings, floods, washouts, extreme cold or freezing weather, arrests and restraints of governments and people, civil or criminal disturbances, and electric power unavailability or shortages.
- 17.6. "Governmental Authority" means any government or governmental (national, provincial, regional, district, municipal or local), administrative, regulatory, fiscal or judicial authority, agency, body, court, department, commission, tribunal, registry or any state-owned, state-controlled or legislatively constituted authority, agency or commission which principally performs public, governmental or regulatory functions.
- 17.7. "Law" means any applicable constitution, charter, act, statute, law (including common law), ordinance, code, rule, regulation, judgment, decree, writ, order, permit, approval, or the like, as any of the foregoing may change from time to time, of any Governmental Authority.

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- 17.8. "Line Acceptance Requirements" means the requirements set forth in Appendix 5 hereto.
- 17.9. "Losses" has the meaning set forth in Section 10.4.
- 17.10. "Personnel" means, with respect to a party hereto, such party's employees, contractors, Subcontractors, and other agents and designees.
- 17.11. "Project Schedule" has the meaning set forth in Section 4.
- 17.12. "System" means can line production and ancillary equipment that is integrated together.
- 17.13. "Subcontractor" means, with respect to a party, any person or entity, at any tier, that directly or indirectly furnishes labor, services, material, or equipment to such party.
- 17.14. "Warranty Period" means the period beginning on the date of the earlier of (1) substantial achievement of the Line Acceptance Requirements, and (2) first pallet production, and ending on the date that is twelve (12) months thereafter.
- 17.15. "Work" means Seller's supply of the Equipment, performance of engineering, assembly, and other services, and performance of other work for Buyer, each as described in the Scope of Work (as such Scope of Work may be modified pursuant to a Change Order in accordance with this Contract).

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## CHAPTER 18

### MISCELLANEOUS

#### 18. Miscellaneous.

18.1. **Joint Effort.** Preparation of this Contract has been a joint effort of the parties and the resulting document shall not be construed more severely against one of the parties than against the other.

18.2. **Severability.** The invalidity of one or more phrases, sentences, clauses, Sections or Chapters contained in this Contract shall not affect the validity of the remaining portions of the Contract so long as the material purposes of this Contract can be determined and effectuated.

18.3. **Assignment.** Neither party may assign or otherwise transfer this Contract, in whole or in part, without the prior written consent of the other party. Notwithstanding the foregoing, for the avoidance of doubt, Seller shall have the right to have the Work performed by Subcontractors. Any assignment in violation of this clause shall be null and void.

18.4. **No Waiver.** Any failure of any party to enforce any of the provisions of this Contract or to require compliance with any of its terms at any time during the pendency of this Contract shall in no way affect the validity of this Contract, or any part hereof, and shall not be deemed a waiver of the right of such Contract thereafter to enforce any and each such provision.

18.5. **Successors and Assigns.** This Contract shall be binding upon the parties hereto, their successors and permitted assigns.

18.6. **Obligations.** Nothing contained in this Contract shall be construed as constituting a joint venture or partnership between Buyer and Seller.

*C. Ray*

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**The Seller:**

**Stolle Europe LTD.**



Printed Name: CHRISTOPHER MCALPINE

Title: SVP- Global Solutions

Date: 13 DEC 2021

**The Buyer:**

**VOBEV, LLC.**



Printed Name: Eric Crononoske

Title: GENERAL MANAGER

Date: 12-9-21



# APPENDIX 1

## Equipment and Services Pricing

STOLLE MACHINERY		BUDGET COST REPORT						
Stolle Global Systems	Beehive	QUOTE No.	SMQ-02329		VERSION	6.0		
LINE REQUIREMENTS								
NO. LINES	1 Sliding Line							
PRODUCT MATERIAL	Aluminum							
PRODUCT SIZE(S)	EOE - 202 & 200 CCL - SOT							
PRODUCTION OUTPUT	Final prices showing discount %							
COUNTRY / LOCATION		SALT LAKE CITY, UT, USA						
END LINE PRODUCT EQUIPMENT								
PROCESS	SUPPLIER	MODEL	Qty	PRICE EA	DISCOUNT	EXT PRICE	COMMENTS	
COLL HANDLING	ASC	Overhead Collar Under the Roof 10 ft	X	1	\$0	\$0	PROVIDED BY CMC	
SHELL PRESSURE CHAMBER (AS3400, GFS Feed)	OMS	AS3400-10-Roll	X	1	\$0	\$0	PROVIDED BY CMC	
COMPOUND LINER (Vortex 10 head)	STOLLE	VORTEX	✓	1	\$291,000	\$14,500	\$276,500	
TURNING OVEN	WILSON	COR	✓	1	\$125,000		\$125,000	
SHELL INSPECTION	PRESSCO		✓	3	\$47,300		\$141,900	
CONVERTER PRESS	STOLLE	4-LANE SERIES V	✓	2	\$2,200,000	\$14,000	\$2,186,000	
LIGHT TESTER	SENCON	1-Axis Tester	✓	2	\$100,000		\$200,000	
TAPE STOCK UNCOILER	STOLLE	ASC	✓	1	\$117,500		\$235,000	
CONVERTED END INSPECTOR (PUBLIC SIDE)	PRESSCO	4-LANE SERIES V	✓	2	\$147,000		\$294,000	
COLLAR FEEDER (AS3400, GFS Feed)	PRESSCO	1-Axis Tester	✓	2	\$100,000		\$200,000	
LEAKTESTER	SENCON	3D100H.M.T.	✓	2	\$210,000		\$420,000	
SHELL & END HANDLING	EVIS		✓	1	\$5,800,000		\$1,540,000	
RTS TRAYS (4-Meter End Change)	OMS	RTS-102	✓	1	\$100,000		\$100,000	
WAFFLES	OMS	RTS-200	✓	1	\$100,000		\$100,000	
HAND HELD SCANNER	OMS	RTS	✓	1	\$14,200		\$14,200	
							\$1,200	
SUB TOTAL				ORIGINAL PRICE	DISCOUNTED PRICE	DISCOUNT		
				\$14,558,400	\$14,230,400	3%		

END LINE PARTS FOR 1 MODULE							
PROCESS	SUPPLIER	MODEL	PRICE EA	DISCOUNT EACH	EXT PRICE	COMMENTS	
SHELL PRESS (Master AS3400, GFS Feed)	PRESSCO		✓	0	\$0	\$0	PROVIDED BY CMC
SHELL INSPECTION	PRESSCO		✓	3	\$100	\$100	
COMPOUND LINER (Vortex 10 head)	STOLLE		✓	1	\$31,000	-\$2,000	\$29,000
CONVERTER PRESS	STOLLE		✓	2	\$70,000	\$14,000	\$56,000
CONVERTED END INSPECTOR	PRESSCO		✓	4	\$25,000		\$100,000
SHELL & END HANDLING	EVIS		✓	1	\$300,000		\$300,000
GAUGES	VARIOUS		✓	1	\$56,000		\$56,000
				ORIGINAL PRICE	DISCOUNTED PRICE	DISCOUNT	
				\$757,000	\$1,184,000	\$1,150,000	3%

ANODE LINE EQUIPMENT							
PROCESS	SUPPLIER	MODEL	Qty	PRICE EA	EXT PRICE	COMMENTS	
WATER BASED COMPOUND SYSTEM	HODGKINSON		✓	1	\$337,000	\$337,000	
SHELL PRESS (Master System)	DELTA NEU		✓	1	\$100,000	\$100,000	
SCRAP SYSTEM PLATFORM	STOLLE		✓	1	\$63,000	\$63,000	
CONVECTION PRESS SCRAP SYSTEM	DELTA NEU		✓	1	\$63,000	\$63,000	
SCRAP DUST FILTRATION	DELTA NEU		✓	1	\$100,000	\$100,000	
SCRAP BALER	ALSTROMPRESS	DB-A 2200	✓	1	\$417,000	\$417,000	
WEIGHING SYSTEM							INCLUDED
SCRAP SHREDDER							INCLUDED
END LINE QC GAUGES	VERBATILE		✓	1 Set	\$1,200,000	\$1,200,000	
COMPRESSED AIR EQUIPMENT	SENCON	M-TOP					
DRILLING	SENCON	HIGH PRESSURE					
		EOT					
				ORIGINAL PRICE	DISCOUNTED PRICE	DISCOUNT	
				\$2,331,000	\$2,331,000		

TOOLING & SPARES						
PROCESS	SUPPLIER	MODEL	PRICE	EXT PRICE	COMMENTS	
ESSENTIAL START-UP TOOLS/LIBRARY			✓	1	\$50,000	\$50,000
ESSENTIAL START-UP SPARE PARTS			✓	1	\$750,000	\$750,000
				ORIGINAL PRICE	DISCOUNTED PRICE	DISCOUNT
				\$500,000	\$500,000	

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DESCRIPTION	ACTIVITY	END LINE		COMMENTS
		MATERIALS	LABOUR	
EQUIPMENT INSTALLATION & ASSEMBLY	EQUIPMENT UNLOADING	\$200,000	\$343,000	
	EQUIPMENT ASSEMBLY			
	EQUIPMENT INTERCONNECTING CABLES & CONDUIT	\$116,000	\$59,000	
	LINE UP, ALIGNMENT & CONTAINMENT	\$80,000	\$142,000	
POWER DISTRIBUTION	LV SWITCH GEAR			
	PRIMARY POWER DISTRIBUTION (BUSBAR TO MACHINE PANELS)	\$65,000	\$110,000	
	SUB DISTRIBUTION BOARD PANELS			
	SECONDARY POWER DISTRIBUTION (MACHINE PANELS TO MACHINE)	\$142,000	\$106,000	From TAP off boxes to Machine Panels
	SUPPORT ROOM & LOCALISED SMALL POWER CONNECTIONS			
LOW LEVEL LIGHTING PIPEWORK	MATERIALS & ADHESIVE	\$60,000	\$35,000	
	PIPEWORK & AREA PIPEWORK DISTRIBUTION	\$265,000	\$185,000	
	LOW LEVEL MACHINING CONNECTIONS			
DUCTWORK	END LINE SCRAPPING			
STEELWORK	STRUCTURAL STEEL	\$1,016,000	\$412,000	
	STARCASES			
	HANDRAILS			
	HOISTS			
PE STAMPING	ELECTRICAL		\$34,100	
PE STAMPING	KITTY AND K-PINS		\$70,000	Include \$35,000
PLANT HIRE			\$35,000	
GATE MOBILISATION				
		\$2,146,000	\$1,755,000	
	Category Total		\$3,900,000	\$3,900,000

PROCESS	SUPPLIER	MODEL	Gty	PRICE	EXT PRICE	COMMENTS
EQUIPMENT CRATING			1	\$100,000	\$100,000	
FREIGHT CHARGES			1	\$100,000	\$100,000	Customer Responsible

ENGINEERING SERVICES						
PROCESS	INCLUDED IN QUOTE	PRICE	DISCOUNT	EXT PRICE	COMMENTS	
PROJECT MANAGEMENT		\$105,000	\$20,000	\$85,000		
DESIGN & ENGINEERING PACKAGE		\$500,000	\$25,000	\$475,000		
PRODUCTION, ANCILLARY & SUPPORT EQUIPMENT INSTALLATION SUPERVISION		\$360,000	\$18,000	\$332,000		
DEM EQUIPMENT COMMISSIONING		\$650,000	\$33,000	\$617,000		
TRAINING PACKAGE		\$100,000	\$5,000	\$95,000		
COMMISSIONING & LINE START UP SUPERVISION		\$125,000	\$10,000	\$115,000		
FLIGHTS PEN JEN, HOTEL & GROUND TRANSPORT	Included				INCLUDED	
		ORIGINAL PRICE	DISCOUNTED PRICE	DISCOUNT		
		\$2,330,000	\$2,213,000	-\$117,000		

PROJECT SUMMARY			
	PRICE	ORIGINAL PRICE	DISCOUNTED PRICE
END LINE PRODUCTION EQUIPMENT		\$14,558,400	\$14,230,400
CHANGE PARTS		\$1,184,000	\$1,150,000
END LINE PRODUCTION ANCILLARY EQUIPMENT		\$2,331,000	\$2,331,000
SUPPORT ROOMS		\$0	\$0
TOOLING & SPARES		\$500,000	\$500,000
MECHANICAL & ELECTRICAL INSTALLATIONS		\$3,900,000	\$3,900,000
PACKAGING & FREIGHT - Ext Total		\$800,000	\$800,000
ENGINEERING AND SERVICES PACKAGE		\$2,330,000	\$2,213,000
TOTAL PACKAGE PRICE - ENDS LINE	ORIGINAL PRICE	DISCOUNTED PRICE	DISCOUNT
	\$25,603,400	\$25,124,400	-\$479,000

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## APPENDIX 2

### Responsibility Matrix



**STOLLE MACHINERY**  
**Stolle Global Systems**

		PROJECT NAME:	DOCUMENT NO:	ISSUE NO:	DATE:
S	STOLLE RESPONSIBILITY	KING	PE000030-00	5	10/12/2020
C	CUSTOMER RESPONSIBILITY				
DESCRIPTION		PROJECT RESPONSIBILITY MATRIX			
Construction and General		Specification	Purchase	Design	Freight
				Buy	Installation
				Contract	Site
					Supervision
					Start up / Commission
Land		S			
Size of required production area					
Site and location of ancillary and support rooms		S			
Size of required storage (warehouse) area					
Building Shell		S	C	C	
Fire Protection System		C	C	C	
Security System (alarms etc)				C	
High Level Lighting		S	C	C	
Positive Pressure Ventilation System		S	C	C	
Climate Control		S	C	C	
Air conditioning / Climate control - Tool Room- quality labs		S	C	C	
Welfare Rooms(canteen,etc)		C	C	C	
Admin. Office Ind. Furniture, network, telephone system etc.			C	C	
Support Room Infrastructure (furniture, network, telephone system		C	C	C	
Utility Consumptions Chart		S			
Project and Design Specifications					
20A	Project Specification	S			
20B	Electrical Specifications	S			
20C	Shipping and Packaging Specifications	S			
20D	Generic Building Brief for Constructor	S			
20E	Steelwork Specifications	S			
20F	Pipework Specifications	S			
20G	Ducting Specifications	S			
20H	Floor Coating and Grating Specifications	S			
20I	Floor Finish Specifications	S			
20J	Positive Pressure Ventilation Specification	S			
20K	Tool room Air Conditioning Specification	S			
20L	Delivery and Warehouse Door Specification	S			
20M	Rapid Roll Door Specification	S			
20N	High Level Lighting Specification	S			

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STOLLE MACHINERY

DESCRIPTION		Specification	Purchase	Design	Build	Fitout	Installation	Site	Start-up / Commitment
<b>Facility and Design</b>									
NOTE: due to local environment variations designs are for concept only. The Client's appointed building design consultant or full contractor is responsible for providing the detailed design for local approvals and construction, including any necessary calculations and working drawings.									
01A	Geo Technical Survey		C						
01B	Layout Drawings		C						
	Customer Building		S						
	Machine Datum Layout		S						
	Main Production Line Layout		S						
	Machine and Distribution Panels		S						
	Production area offices & Labs		S						
	Print Room		S						
	Quality Lab		S						
	Tool Room		S						
	MRD and Electrical Workshop		S						
	Utility Room		S						
	Main Foundation Outline		S						
	Main Platform Outline		S						
	Drawing showing area of floor coating		S						
	Small Power Distribution and Socket Locations Process		C						
	Small Power Local Sockets		S						
	Drawing of Floor Loadings		S						
	Drawing of Roof Loadings		S						
01C	Foundations	S	C	C		C	C		
	Production and Warehouse Area Floor	S	C	S		C	C		
	Cupping Press and Coil Handling	S	C	S		C	C		
	Bodymaker Foundation and Wet Can Trench	S	C	S		C	C		
	Washer Foundation	S	C	S		C	C		
	Base Coater Foundation	N/A							
	Decorator Foundation	S	C	S		C	C		
	Inside Spray Foundation	N/A							
	Coolant Filter Trench and Sump	S	C	S		C	C		
	Water Treatment Plinths, Trench and Sump	S	C	S		C	C		
	Effluent Treatment Plinths, Trench and sump	S	C	S		C	C		
	Shell Press and Coil handling Foundation	N/A							
	Conversion Press Foundation	N/A							
	Baler Trench and Sump	N/A							
	RTO and Chimney foundation	N/A							
	Service Room trenches	N/A							
01D	Steelwork	S	C	S		C	S		
	Front End Platform	S	C	S		C	S		
	Middle Area Platform	S	C	S		C	S		
	Back End Platforms	S	C	S		C	S		
	Trimmer Support	S	C	S		C	S		
	Spray Machine Platform	S	C	S		C	S		
	Light Tester Plinth	N/A							
	Step Overs	S	C	S		C	S		
	Shelf and End Handling Support	N/A							
	Shell and End Handling Plinth	N/A							
	RTO ducting supports	N/A							
	Scrap Rooms Platform	S	C	S		C	S		
	Pipework and Electrical Support Structure	S	C	S		C	S		

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DESCRIPTION		Specification	Purchase	Design	Buy Off	Freight	Installation Contract	Sic Supervision	Start Up / Commission
01G	Utility's Pipework - Internal								
	Coolant System	S	C	S			C	S	
	Hot water system - Washer Water Heater	S	C	S			C	S	
	End Compound System	N/A							
	Ends Chiller System	N/A							
	Compressed Air System	S	C	S			C	S	
	Gas System	C	C	C			C	C	
	Vacuum System	S	C	S			C	S	
	Process (RO) water System	S	C				C	S	
	RO Water system	N/A							
	Cooling Water System	S	C	S			C	S	
	Waste Water System	S					C	S	
	Can line low level pipework						C	S	
	End line low level pipework	N/A							
	High Level pipework				S		C	S	
	Bodymaker Gear Box oil bulk delivery system	N/A							
	Decorator Over Varnish bulk delivery system								
	Washer chemicals delivery system including containment				C	S	C	S	
	Inside Spray Lacquer bulk delivery system	N/A							
01J	Duct work								
	Scrap System Ducting from machines to fans	S	S	S			C	S	
	Scrap System from drop box to roof	S	C	S			C	S	
	Oil Mist Ducting up to Fan	S	S	S			C	S	
	Oil Mist Ducting from Fan to Roof	S	C	S			C	S	
	Ink Mist Ducting up to Fan	S	S	S			C	S	
	Ink Mist Ducting from Fan to Roof	S	C	S			C	S	
	Base Coating Mist Ducting up to Fan	N/A							
	Base Coater Mist Ducting from Fan to Roof	N/A							
	Lacquer Extract Ducting From LSM's up	S	S	S			C	S	
	Lacquer Extract Ducting from Fan to Roof	S	C	S			C	S	
	Sprayed Can Conveyor Extract Ducting to Roof Duct Filter	N/A							
	Roof Chimneys & penetrations	S	C	S			C	C	
	Can Line Equipment Ovens Ducting to RTO	S	C	S			C	S	
01K	Electrical Power Distribution								
	Power back up system	N/A							
	High Voltage Incoming Power	C							
	High Voltage Switches	C	C	C			C	C	
	Transformers	S	C	C			C	C	
	Low Voltage Distribution Switch Room	S	C	S			C	S	
	Cables from LV switch room to Production & Utility PDP's	S	C	S			C	S	
	Cables from LV switch room to Domestic PDP's (service & office)	C	C	C			C	C	
	Domestic Distribution Panels (Service & Offices)	C	C	C			C	C	
	Cabling & Containment to offices and factory services	C	C	C			C	C	
	Production Equipment & Utilities Distribution Panels	S	C	S			C	S	
	Cabling & Containment from Production and Utility PDP's to M/C Panels	S	C	S			C	S	
	Cabling & Containment from M/C Panels to machines	S	C	S			C	S	
	Cabling & Containment from Line Control panels to drives / sensors	S	C	S			C	S	
	Fibre Optic cabling & containment between Line control panels	S	C	S			C	S	
	Process Area Low Level Lighting	S	C	S			C	S	
	Cabling & Containment from LV Switch to Support rooms panels	S	C	S			C	S	
	Cabling and sockets in support rooms (toolroom, MRD, print & QC)	C	C	C			C	S	
	ICT Infrastructure including network cabling and containment	C	C	C			C	C	

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STP

	DESCRIPTION	Specification	Purchase	Design	Bu / Off	Freight	Installation	Site	Supervision	Start Up / Commission
<b>Product Spec and Tooling</b>										
02A	<b>Product Specification (can or end spec)</b>		S	S						
	Can Specification / Design									
	Shell Specification / Design	N/A								
	Converted End Specification / Design	N/A								
02B	<b>Tooling</b>		S	S	S					
	Copper Die Set Tooling		S	S	S					
	Bodymaker Tooling		S	S	S					
	Coater/Deco Mandrel		S	S	S					
	Necker Tooling		S	S	S					
	Reformer Tooling		S	S	S					
	Shell Die Set Tooling	N/A								
	Conversion Die set Tooling	N/A								
02C	<b>Tooling Library</b>		S	S						
	Can line Tooling Start up Library		S	S						
	End Line Tooling start Up Library	N/A								
<b>Capital Equipment</b>										
03A	<b>Production Equipment</b>		S	S	S	S	S	S	S	S
	Coil Handling		S	S	S	S	S	S	S	S
	Coil Lubrication		S	S	S	S	S	S	S	S
	Copper and Die Set		S	S	S	S	S	S	S	S
	Redraw Bodymakers		S	S	S	S	S	S	S	S
	Bodymaker		S	S	S	S	S	S	S	S
	Trimmer		S	S	S	S	S	S	S	S
	Can Washer		S	S	S	S	S	S	S	S
	Chemical controller		S	S	S	S	S	S	S	S
	Washer Dryer		S	S	S	S	S	S	S	S
	Mass Rim Coater		S	S	S	S	S	S	S	S
	Base Coater	N/A	S	S	S	S	S	S	S	S
	Decorator	N/A	S	S	S	S	S	S	S	S
	Base Rim Coater	N/A	S	S	S	S	S	S	S	S
	Pin Oven		S	S	S	S	S	S	S	S
	Pin Strippers		S	S	S	S	S	S	S	S
	Decorator vision Inspection		S	S	S	S	S	S	S	S
	Spray Machines		S	S	S	S	S	S	S	S
	Internal Bake Oven		S	S	S	S	S	S	S	S
	Embossers	N/A	S	S	S	S	S	S	S	S
	Necker Flanger		S	S	S	S	S	S	S	S
	BCMS Bottle Can Necker		N/A							
	Bottle Can Rinser		N/A							
	Bottle Can Rinse Dryer		N/A							
	Light Tester		N/A							
	Vision Inspection		S	S	S	S	S	S	S	S
	Palletiser and Pallet Conveying		S	S	S	S	S	S	S	S
	Strappers		S	S	S	S	S	S	S	S
	Stretch Wrappers		S	S	S	S	S	S	S	S
	Cup and Can Handling		S	S	S	S	S	S	S	S
	Line Control Panels		S	S	S	S	S	S	S	S
	Shell Press Coil Handling		N/A							
	Shell Press and Die set		N/A							
	Compound Liner		N/A							
	Compound Curing Oven		N/A							
	Shell Vision Inspection		N/A							
	Conversion Press		N/A							
	Conversion Press Lane Line		N/A							
	Conversion Press Tab Die		N/A							
	Converted End Leak test		N/A							
	Converted End Vision test		N/A							
	Converted End Micro Leak Test		N/A							
	Shell and End Handling Package		N/A							
	Compound System		N/A							
	Tab Stock Uncoller		N/A							

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STAN

DESCRIPTION		Specification	Purchasing	Design	Bu/OFF	Freight	Installation	Site	Supervision	Start Up / Commission
03B	Support and Ancillary Equipment									
	Coolant Filter	S	S			S	S	S	S	
	RO System	S	S			S	S	S	S	
	DI Water System	N/A								
	Waste Water Treatment Including washer sump pumps	S	S			S	S	S	S	
	Washer water heater	S	S			S	S	S	S	
	Lacquer Chiller and Tank	S	S			S	S	S	S	
	Oil Mist Extraction	S	S			S	S	S	S	
	Base Coating Mist Extraction	N/A								
	Ink Mist Extraction	S	S			S	S	S	S	
	Lacquer dust extraction and filter	S	S			S	S	S	S	
	Thermal Oxidizer	N/A								
	Print Room Equipment	S	S			S	S	S	S	
	Proofing Press	N/A								
	Decorator TCU	S	S			S	S	S	S	
	Cooling Tower or Chiller	S	S			S	S	S	S	
	Compressors (Ind dryer and filter)	S				C	S	S	C	
	Vacuum Pumps	S	S			S	S	S	S	
	Heat Recovery	N/A								
	Scrap System					S	S	S	S	
	Scrap Baler	S	S			S	S	S	S	
	Fire Sprinkler System			C		C	C	C	C	
	Tool Room Equipment	S				S	S	S	S	
	MRD Workshop Equipment	S	C			C	C	C	C	
	Electrical Workshop Equipment	C				C	C	C	C	
	Quality Control and Lab Equipment	S				S	S	S	S	
Electrical Engineering (Controls)										
04A	IP Addressing	S		S						
04B	Cable Schedules	S		S						
04C	Line Synopsis	S		S						
04D	LC Interface Structure	S		S						
04E	Motor Number and Sensor Location Layout	S		S						
	Line Control Sensors & Isolators	S	S	S			C	S		
	Cables from Motors to LC Panels	S	C	S			C	S		
Recommended Materials										
05A	Direct Materials									
	Can Body Stock	S	C			C				
	Cup Lubricant	S	C			C				
	Bodymaker Coolant	S	C			C				
	Washer Chemicals	S	C			C				
	Mass rim Coating	S	C			C				
	Base Coatings	N/A								
	Ink	S	C			C				
	Printing Blanket	S	C			C				
	Printing Plates	S	C			C				
	Date Code Material	S	C			C				
	Over varnish	S	C			C				
	Base Rim Coatings	N/A								
	Inside Spray Lacquer	S	C			C				
	Ink dot material	S	C			C				
	Necker Lubricant	S	C			C				
	Shell Stock	N/A								
	Liner Compound	N/A								
	Tab Stock	N/A								
	Tab Lubricant	N/A								

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SPRING

SAMPLE ONLY

	DESCRIPTION	Specification	Authorisation	Design	Buy Off	Credit	Installation Contract	Site Supervision	Start Up / Commission
05B	Indirect Materials								
	Coolant filter media	S	C			C			
	Can Pallets	S	C			C			
	Layer Pads	S	C			C			
	Top Frames	S	C			C			
	Pallet Strapping	S	C			C			
	Shrink Wrapping	S	C			C			
	Lubricants (first fills)	S				C			
	End Pallets	N/A							
	End Layer Pads	N/A							
	End Interleaving Paper	N/A							
	End Paper Sleeve	N/A							
	End Top Frame	N/A							
	End Pallet Strapping	N/A							
	End Shrink wrapping	N/A							
	Nozzle Dousing Fluid				C		C		
	Cleaning Solvent								
	Training Program								
06A	Plant Organization Structure	S							
06B	Role Description Of All Personnel	S							
07A	Process Overview	S							
07B	Principles of Quality Control	S							
07C	Principles of Process Control	S							
07D	Principles of SOP's	S							
	Off Site Training Cost ( materials, etc)				C				
	Shipping - Terms TBC								
08A	Production Equipment Crate Sizes and weights	S							
08B	Support Equipment Crate Sizes and weights	S							
08C	Equipment Brochures (required for importation)	S							
	Recommended Freight Forward contact Details				S				
	Inland transport to Departure Port	S	S						
	Sea Transportation	S	S						
	Taxes		C						
	Duties		C						
	VAT		C						
	Inland transport from Arrival Port	S							
	Equipment Crating	S							
	Customs Clearance		C						
	Shipping Insurance		S						
	Storage Fees If Required due to late building development		C						
08D	Shipping Schedule	S							
	Quality Program								
09A	Standard Operating Procedures and Check Sheets								
	QC Lab	S							
	Front End	S							
	Middle Line	S							
	Back End	S							
	Can Material	S							
	General	S							
	Shell Area	N/A							
	Lined Shell	N/A							
	Conversion	N/A							
	End Materials	N/A							

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SPRINTER

DESCRIPTION		Specification	Purchasing	Design	Bu./Off	Print	Installation	Contract	Site	Supervision	Startup / Commission
Lifting Equipment, Tools, Fixtures, and Installation											
10A	Installation Bid Packages		S	S							
	Mechanical Installation		S	S							
	Pipework, Steelwork and Ducting Installation		S	S							
	Electrical Installation		S	S							
10B	Plant Tool Boxes		S	C							
	Front End Toolbox		S	C							
	Middle Line Toolbox		S	C							
	Back End Toolbox		S	C							
	Shell Area Toolbox	N/A									
	Conversion Area Toolbox	N/A									
	MRD Engineers Toolbox										
	Tool Room Engineers Toolbox		S	C							
	Electricians Toolbox		S	S							
10C	Installation Tools and Equipment (skates, jacks etc)										
10D	Lifting Equipment and Fixtures										
	Die Set Installation Cart	N/A									
	Overhead Crane for Copper	N/A									
	Bodymaker Lifting Frame		S	S							
	Overhead Hoist for Bodymakers			C	S						
	Bodymaker Foundation Template		S	S	S						
	Inker Lifting Hoist For Decorator		S	C	S						
	Portable Lifting Equipment ('A' Frames, crane hoists)		S	C	S						
Plant Equipment											
	Scissor Lifts and Articulating Booms			C							
	Fork Lift Trucks			C							
	Crane Hire			C							
	Coil Trucks		S	C							
10F	Local Tools, Materials etc Purchase for Installation										
	Site Mobilisation - office & changing facilities for Stolle personnel			C							
Stolle On Site Support											
	Scheduling		S								
	Daily service rate		S								
	Air transportation		S								
	Ground Transportation		S								
	Hotel Accommodation		S								
	Per-Diem rate for Expenses		S								
	Work Visas		S								
Vendor Servicemen											
	Scheduling		S	S							
	Daily service rate		S								
	Air transportation		S								
	Ground Transportation		S								
	Hotel Accommodation		S								
	Per-Diem rate for Expenses		S								
	Work Visas		S								
LINE START-UP											
	Line Acceptance	TBD	S	C							
	Start-up Spare Parts ( To a maximum value as specified in contract)		S	C							
	On site support (1 year following qualification)	N/A									
	Start-up Materials (Direct and Indirect)		S	C							

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# APPENDIX 3

## Project Schedule

ID	Task	Name	Start	End	1 November 11:54	21 November 11:54	21 December 11:54	01 January 11:54	21 January 11:54	01 February 11:54	21 February 11:54	
No.	Mode		10/11	10/12	10/13	10/14	10/15	10/16	10/17	10/18	10/19	10/20
2	+	Project King - Can Line	Mon 20/05/19	Fri 04/11/22								
3	-	Stake Engineering Kick Off Visit	Mon 20/05/19	Fri 24/05/19								
4	-	Preliminary engineering	Mon 27/05/19	Mon 22/07/19								
5	-	Customer Review and Discussions	Tue 23/07/19	Mon 27/07/19								
6	-	Contract signing	Mon 03/08/19	Fri 30/10/20								
7	-	Build 1st drawing is received			30/10							
8	-	Equipment CA's and utility information received				30/10						
9	-	Detailed Engineering	Fri 30/08/19	Fri 30/10/20								
10	-	Equipment Manufacture										
11	-	Equipment Shipping	Fri 03/09/21	Thu 13/11/21								
12	-	Installing the equipment	Tue 23/09/21	Fri 24/09/21								
13	-	Beneficial Occupancy Date	Tue 28/09/21	Thu 05/10/21				25/05				
14	-	Installation Contractor Selection	Fri 19/09/21	Thu 22/04/21								
15	-	M&E Installation	Fri 10/09/21	Thu 30/12/21								
16	-	Equipment Installation	Fri 15/10/21	Thu 03/02/22								
17	-	Commissioning	Fri 21/01/22	Thu 24/02/22								
18	-	Can Line Start up	Fri 25/02/22	Fri 25/02/22								
19	-	1st full night testing (curve)	Mon 28/02/22	Fri 04/11/22								
20	-	Engineering / Integration Line acceptance	Fri 22/04/22	Fri 22/04/22								

  

Project King High Level Schedule	Task Split	Project Summary	Inactive Milestone	Manual Summary	Manual Summary Rollup	Deadline
Date: Tue 13/10/20	Milestone Summary	External Links	inactive	Manual Task	Manual Summary	Progress
		External Milestone	Start-only	Duration-only	Start-only	
		Inactive Task	Finish-only		Finish-only	

## APPENDIX 4

### Additional Buyer Responsibilities

#### **1. Beneficial Occupancy**

Prior to commencement of the Installation the following construction and services installation works must be completed by or on behalf of the Buyer. The works are essential requirements to prevent the risk of damage to equipment and personnel. Delays to building completion will extend the target start-up date by the equal time ratio (e.g. 1 week building delay results in 1 week start up delay)

- All doors, windows and openings in the Building must be sealed, unless Seller specifically requests them to be temporarily left open, allowing access for the Plant, Materials and Equipment.
- All roof openings in the Building must be completed, with external chimneys and vents fitted, requiring no additional access from the inside of the Building.
- All civil works must be completed, including special foundations and the general floor area sealed to prevent rising concrete dust.
- All special floor finishes related to the Can and End Machinery (including acid resistant epoxy coatings) must be completed and cured.
- High level building services works must be completed and pressure tested, to ensure there are no leaks (including fire protection systems and domestic services).
- High level lighting installation must be completed and operational.
- Access road and structurally sound area to be completed to enable delivery and off-loading of equipment.
- Fully operational and secure office facility.
- Fully operational washrooms.
- Utility supplies (Gas, Power, Water) available

#### **2. Access to the Site**

The Buyer shall give Seller right of access to all parts of the Site and the Building from the date of this Agreement.

#### **3. Safety & Security Procedures**

The Buyer shall provide:

- Fencing, lighting, guarding and security of the Site until completion of the Installation



- Any Temporary Works (including roadways, footways, guards and fences which may be necessary, because of the Installation, for the use and protection of the public and of owners and occupiers of adjacent land).
- The Buyer shall be responsible for keeping unauthorized persons off the Site, and for this purpose the only authorized persons shall be Seller's Personnel, the Buyer's Personnel, the Subcontractors, the Installation Contractors and any other personnel notified to Seller by (or on behalf of) the Buyer as authorized personnel of the Buyer's other contractors on the Site.
- PPE and necessary H&S training for all Buyers staff and visitors including site inductions

#### **4. Permits, Licenses and Approvals**

The Buyer shall be responsible for giving all notices, paying all taxes, duties and fees, obtaining all planning, zoning and similar permissions for the Installation, the other Services, the Production Lines and the Temporary Works and obtaining all other permits, licenses and approvals required by applicable Laws

The Buyer shall be responsible for obtaining all necessary operational licenses and approvals to allow operation and production of the equipment in line with the required schedule

#### **5. Buyer's Personnel**

The Buyer shall be responsible for ensuring that their Personnel and the other contractors on the Site at all times:

- Co-operate with Seller's efforts in relation to this Contract
- Are suitably qualified and supervised
- Ensure full complement of production line staff for all shifts are employed no later than 3 months before start-up to allow for adequate training and familiarity with the equipment and lines
- Buyer is responsible for ensuring staff are of suitably competent skill level to operate the equipment
- Buyer is responsible for ensuring staff shift patterns are operational (with adequate number of staff) to allow for 24/7 operation of the lines within 2-4 weeks from Start-up

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## **6. Office Space and Utilities**

Within 60 days following the Project Start Date, the Buyer shall provide for the Seller and its employees to use such air conditioned office facilities (with desks and chairs), wash room facilities (including a shower, wash basin and toilet), telephone lines and ADSL internet services and all electricity, water, gas and other utilities and services, in each case required by Seller at the Site.

## **7. Start-Up, Production and Acceptance**

- a. The Buyer shall provide all apparatus, assistance, documents and other information, electricity and other utilities, equipment, fuel, consumables, instruments, labor, materials, and suitably qualified and experienced staff, as are necessary to allow for continuous production of the lines throughout the learning curve.
- b. In considering the results of the acceptance criteria, appropriate allowances shall be made for, and account shall be taken of, the effect of any:
  - i. Use of the relevant Production Line by the Buyer or the Buyer's Personnel on the performance or other characteristics of the Production Line; and
  - ii. Any interruptions or breakdowns not caused by Seller, Seller's Personnel or the Installation Contractors when acting in accordance with Seller's directions; and
  - iii. Any interruptions or breakdowns not caused by matters relating directly to the proper functioning of the relevant Production Line, including (but without limitation):
    - (i) *The lack of, or defects in, raw materials, production materials and any other similar or associated materials;*
    - (ii) *The lack of, or defects in, utilities (including without limitation, electricity, gas, fuel and water);*
    - (iii) *The lack of a sufficient number of suitably qualified and experienced personnel excluding Stolle Personnel;*
    - (iv) *The shortage or lack of sale of cans; and/or*
    - (v) *Downtime for label and coil changes*

The total time duration of any such interruptions or breakdowns shall be deducted from, and ignored for the purpose of, the efficiency calculations.

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## APPENDIX 5

### Line Acceptance Requirements

The line and project will be accepted by the buyer when the following criteria have been achieved:

#### PRODUCTION EQUIPMENT:

The end line production equipment will be proven to perform at a minimum of 75% efficient with a maximum defect rate of no more than 5% of the project line design v curve supplied in the preliminary engineering package.

#### CONVEYING & LINE CONTROL

The conveying and line control system must perform in such a way that there is no downtime, loss of efficiency or speed to any individual piece of production equipment due to the design or quality of the conveying and line control system.

The product is transported at the required speed from the upstream production equipment to the next downstream production equipment at the required speed for the downstream equipment to run at its rated in the line design v curve.

The conveying and line control system will have a spoilage rate of less than 3%. This is measured based on the number of products damaged or lost due to the performance of the conveying and line control system.

#### PRODUCT

The product produced on the line must comply with the finished end specification document and all dimensions are within the specification tolerances.

The product will have passed a successful filling line trial and be commercially accepted.

#### LINE DESIGN

There will be no downtime, loss of speed or efficiency of the production equipment due to insufficient utilities (air, vacuum, power, water, gas) resulting from incorrect or inadequate design of these systems by the seller.

There will be no downtime, loss of speed or efficiency of the production equipment due to insufficient access for operation resulting from the design of the line layout and support structures by the seller.

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## **APPENDIX 6**

### **Line Approval Form**

### **Line Approval Form**

According to the contract **SMC-VOBEV-20211102** signed between the Seller (**Stolle Europe LTD.**) and the Buyer (VOBEV, LLC), the Seller has met the CAN LINE REQUIREMENTS to the satisfaction of the Buyer per the conditions laid out in Appendix 05.

#### **The BUYER: VOBEV, LLC.**

Authorized Representative: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_

#### **The SELLER: Stolle Europe, LTD.**

Authorized Representative: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_

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